

Exhibit A



U.S. General Services Administration
GSA Public Buildings Service

April 3, 2013

Claude Mayo Construction Company
Attn: Mr. Claude Mayo
53 Humber Avenue
Buffalo, NY 14215

Subject: Solicitation #GS-02P-13-PW-C-0009 US Attorney's Office Renovation Build Out
Project RNY 00479 drawings and manual for US Attorney 8th Floor Project—James M. Hanley
US Courthouse and Federal Building Syracuse, NY. **Request for Proposal – Construction**

Dear Mr. Mayo;

Please submit a proposal for the enclosed solicitation dated April 3, 2013. Submit your proposal electronically to steven.patch@gsa.gov.

The package includes; Standard Form (SF) 1442, Solicitation, Offer, and Construction Contract (The Agreement), a current Department of Labor Wage Determination, and the drawings and project manual. Please use the enclosed documents to prepare your proposal. The proposal is due in this office by May 3, 2013, 4:00 p.m. Eastern Time.

A Contract Negotiation Team will review your proposal and if negotiations are required, you will be contacted to set up a mutually convenient time. This does not constitute a notice to proceed nor shall it be construed as a commitment on the part of the Government. Any costs incurred prior to award of this RFP cannot be reimbursed.

Your cooperation in submitting the requested information within the specified time is appreciated. If you have any questions concerning this matter, please call me at (315) 448-0925 or Charles Ferro at (315) 448-0922.

Sincerely,

A handwritten signature in dark ink, appearing to read "S. Patch", is written over the typed name "Steven Patch".

Steven Patch
Contract Specialist

Encl:

SF 1442 Dated, DOL WD Number: NY130016 02/22//2013, Drawings and Project Manual dated 01/31/2013

Upstate New York Acquisition Unit
100 S. Clinton Street,
Room 1350 Box 7005
Syracuse, NY 13261-7005
Office: (315) 448-0922
Fax: (315) 448-0968
e-mail: charles.ferro@gsa.gov

OFFER (Must be fully completed by offeror)

| | | |
|--|---------------|--|
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) | | 15. TELEPHONE NO. (Include area code) |
| | | 16. REMITTANCE ADDRESS (Include only if different than Item 14.) |
| CODE | FACILITY CODE | |

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

| | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| AMENDMENT NO. | | | | | | | | | | |
| DATE. | | | | | | | | | | |

| | | |
|--|---------------|-----------------|
| 20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | 20. SIGNATURE | 20c. OFFER DATE |
|--|---------------|-----------------|

AWARD (To be completed by Government)

| | |
|---|--|
| 21. ITEMS ACCEPTED: | |
| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) |
| 26. ADMINISTERED BY | 27. PAYMENT WILL BE MADE BY |

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

| | | | |
|---|-----------|---|-----------|
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract. | | <input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. | |
| 30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | | 31a. NAME OF CONTRACTING OFFICER (Type or print) | |
| 30b. SIGNATURE | 30c. DATE | 31b. UNITED STATES OF AMERICA BY | 30c. DATE |

SCHEDULE Continued

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|--------|
| 0001 | <p>Construction.</p> <p>Furnish all materials, equipment, labor and supervision for construction of the U.S. Attorney's Office Renovation Buildout Project RNY00479, James Hanley CH & FB, Syracuse, NY in accordance with the project drawings, and manual final for construction dated 1/03/2013.</p> <p>PR NUMBER: 2PSEU-13-0012 DELIVERY DATE: 05/03/2013 SHIP TO: UPSTATE-NEW YORK ENGINEERING 100 SOUTH CLINTON STREET P.O. BOX 7005 ROOM 1350 SYRACUSE NY 13261-7305 FOB : Destination</p> | 1.00 | LS | | |

Construction Contract for James M. Hanley Courthouse and Federal Building Eighth Floor US Attorney's Office Renovation

The Solicitation

Notice of Small Business/8(a) Set-Aside

The General Services Administration (GSA) is setting aside the contract under 552.219-74, Section 8(a) Direct Award found in the Agreement.

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I. General Information

I.A. The Solicitation and Contract

(1) This Solicitation sets forth requirements for proposing for a Sole Source Contract under the Small Business Administration 8(a) program to construct the Project described in the attached Agreement.

(2) The Solicitation shall not be part of the Contract. An Offeror's proposal shall not be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.

(3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

I.B List of Solicitation Documents

The Solicitation Documents are comprised of:

(1) The Solicitation

(2) Offeror Representations and Certifications Form

(3) Standard Form (SF) 1442 – Solicitation Offer and Award

(4) The Agreement and all Attachments to the Agreement

(5) James M. Hanley Courthouse and Federal Building, US Attorney's Office Renovation Project RNY 00479 Project Manual dated 01/31/2013(Electronic CD copy) and James M. Hanley Courthouse and Federal Building, US Attorney's Office Renovation Project RNY 00479 For Construction Drawings dated 01/31/2013.(Electronic CD copy)]

I.C. Authorized Representatives

The following individuals are designated as the authorized GSA representatives under this Solicitation:

(1) Contracting Officer

Name: Charles Ferro

Address: 100 S. Clinton Street Syracuse, NY 13261

Telephone: 315 448-0922

Email: Charles.ferro@gsa.gov

(2) Alternate Point of Contact

Name: Erin Marshall (Project Manager)

Address: 100 S. Clinton Street Syracuse, NY 13261

Telephone: 315 448-0975

Email: Erin.marshall@gsa.gov

I.D. Pre-Proposal Conference Not Applicable

(1) A pre-proposal conference regarding this Solicitation is scheduled as follows:

Date:

Time:

Location:

I.E. Estimated Price Range

The estimated price range for the Project is between \$500,000.00 and \$ 1,000,000.00 .

I.F. FAR 52.228-1 Bid Guarantee (SEP 96)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

I.G. FAR 52.236-27 Site Visit - Construction (FEB 95)

(1) The clauses at FAR 52.236-2, Differing Site Conditions, and FAR 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation and are in the attached Agreement.

(2) Site visits will be conducted by appointment only. Site visit date and time will be announced by solicitation amendment. To arrange for a site visit, contact:

Name: [Steven Patch, Contract Specialist]
Address: [100 S. Clinton Street, Syracuse, NY 13261]
Telephone: [Office 315 448-0925, Mobile 315 456-9918]
Email: [steven.patch@gsa.gov]

I.H. Receipt of Offer

The offer is due no later than 4:00 pm local time on the following date and at the following address:

Date: May 3, 2013
Address: 100 S. Clinton Street, Syracuse, NY 13261

II. Proposals

II.A. Proposal Contents

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

- (1) Price Proposal
- (2) Technical Proposal
- (3) Representations and Certifications
- (4) Bid Guarantee, using Standard Form 24
- (5) GSA Form 527 – Contractor's Qualification and Financial Information

II.B. Proposal Format

Submit your proposal electronically (via EMAIL) to the attention of Steven Patch, steven.patch@gsa.gov.

II.C. Price Proposal

(1) Contents

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

II.D. Other Information to be Submitted with Proposal

(1) Representations and Certifications

Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications (formerly in ORCA) in conjunction with required Entity (formerly contractor registration in the Central Contractor Registration (CCR) database) accessed via <https://www.sam.gov>. Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8); using the attached Offeror's Representations and Certifications (C301).

(2) Qualifications of Offerors

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

III. General Provisions

III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the Contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of Contract award.

III.B. Notice to Small Business Firms

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) (www.sba.gov). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

III.C. Affirmative Procurement Program

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to clauses FAR 52.204-4 requiring double sided printing on recycled paper for all reports and FAR 52.223-10 encouraging vendors to practice waste reduction.

III.D. Contractor Performance Information

(1) *CPARS Modules:* The General Services Administration (GSA), Public Buildings Service (PBS) is using the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process. The system enables a comprehensive evaluation by capturing comments from both GSA and the contractor. Following are the modules of the system:

- (a) Contractor Performance Assessment Reporting System (CPARS): Used to create past performance evaluations on services procurements;
- (b) Architect Engineer Contract Administration Support System (ACASS): Used to create past performance evaluations on A/E procurements; and
- (c) Construction Contractor Appraisal Support System (CCASS) module: Used to create past performance evaluations on construction procurements.

Throughout the remainder of this section, the term "CPARS" will mean the overall evaluation system (inclusive of the CPARS, ACASS and CCASS evaluation modules).

(2) *Contractor's User Point of Contact:* The contractor must provide the contracting officer with the name and email address of the contractor's user who will be the past performance point of contact (POC). The POC will be responsible for the contractor's evaluations. Access to CPARS will be granted to the POC after the award is registered in the system, and the POC is assigned the CPARS system role of contractor representative (referred to as "CR" in the CPARS system).

(3) *User Account and Email Notification:* Each award requiring an evaluation will be registered in CPARS by the Government. Within 30 days of award, the contractor will receive an email that contains user account information, applicable contract number(s) and the evaluation module assigned. The contractor will have one user account set up that will allow access to all three modules.

(4) *Contractor CPARS Training:* Contractors are encouraged to visit the CPARS training webpage to sign up for free on-line Contractor Overview training. The training session is 1.5 hours and is targeted to contractor users who will provide Past Performance Evaluation comments on PBS evaluations. CPARS Training Webpage:
http://www.cpars.gov/allapps/cpartmg/webtrain/webtrain_all.htm

(5) *Contractor Review and Comment, Email Notification, and Retention:* After the contracting officer prepares and releases a contract evaluation, the contractor will receive an email alerting them the evaluation is ready for their review and comment. The contractor will have thirty (30) days to respond to the evaluation. GSA shall provide for review at a level above the contracting

officer (e.g., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor's performance. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal Agencies to support future award decisions.

III.E. Safeguarding Documents Designated as Sensitive But Unclassified

Certain information contained in the Solicitation Documents may have been designated as Sensitive but Unclassified (SBU) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

IV. FAR/GSAR Solicitation Provisions

IV.A. FAR 52.216-1 Type of Contract (APR 84)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

IV.B. FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JUL 05)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

IV.C. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

(Applicable to solicitations resulting in construction contracts in excess of \$10,000.)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for Minority Participation for Each Trade | Goals for Female Participation for Each Trade |
|---|---|
| 3.8 | 6.9% |

| | |
|--|--|
| | |
|--|--|

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is:

New York, Syracuse, Onondaga County

IV.D. Buy American Act

52.225-9 Buy American Act—Construction Materials.

As prescribed in 25.1102(a), insert the following clause:

BUY AMERICAN ACT—CONSTRUCTION MATERIALS (SEP 2010)

(a) **Definitions.** As used in this clause—

"Commercially available off-the-shelf (COTS) item"—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;
 (G) Name and address of the proposed supplier; and
 (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

| FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON | | | |
|--|-----------------|----------|------------------|
| Construction Material Description | Unit of Measure | Quantity | Price (Dollars)* |
| <i>Item 1:</i> | | | |
| Foreign construction material | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |
| <i>Item 2:</i> | | | |
| Foreign construction material | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

IV.E. Buy American Act Exceptions

For Buy American Act provision exceptions, if any, see the applicable Buy American Act provision elsewhere in Section IV.

IV.F. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

NUMBER

TITLE

DATE

| NUMBER | TITLE | DATE |
|-----------|--|--------|
| 52.214-34 | Submission of Offers in the English Language | APR 91 |
| 52.215-16 | Facilities Capital Cost of Money | JUN 03 |
| 52.236-28 | Preparation of Proposals—Construction | OCT 97 |

V. Additional Solicitation Provisions and Instructions

None.

VI. Method of Award

An award will be made once negotiations have been completed and all approvals obtained.

Construction Contract for James M. Hanley Courthouse and Federal Building Eighth Floor US Attorney's Office Renovation

The Agreement

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I. Project Information

I.A. Project Summary

The US Attorney (USA) on the 8th floor of the James M. Hanley US Courthouse and Federal Building has a vacant space of approximate 4,451 gross square footage construction project that needs to be built out to new office space. This work includes selective demolition of existing walls, carpet, heating ventilation and air conditioning (HVAC), sprinkler system plumbing and ceilings. The re-constructions of office space within the space to include interior office spaces, meeting rooms and various support spaces – including new walls, doors, ceiling finishes, mechanical, plumbing, electrical, and fire protection/detections systems.]

I.B. The Contract

(1) The Contract consists of the SF 1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) The Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

I.C. Period of Performance

(1) *Commencement.* The Contractor shall commence performance of the Work within 1 days after the Contractor receives the Notice to Proceed (NTP).

(2) *Substantial Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 150 calendar days from issuance of Notice to Proceed (NTP).

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 60 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements

The James M. Hanley Courthouse and Federal Building was built in 1974; it consists of approx. 198,000 sq. ft. of usable space and 294,000 sq ft. of rentable space.

It is essential to maintain the continuity of operations during construction. Non-disruptive work will be performed during the hours of 7:00 – 5:00pm. Disruptive work operations shall be from 7:00 pm – 4:00 am. Non-disruptive mobilization activities in preparation for disruptive work may begin at 5:00 pm.

Contractor must clearly label all construction areas and provide safe passages around work areas while construction is in progress. Any noise complaints from the tenants associated with the construction will be investigated by the Contracting Officer's Representative (COR) and the Building Manager. It shall be their determination as to when and/or if work should stop.]

I.E. Authorized Representative

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

Contracting Officer

Name: Charles Ferro
Address: 100 S. Clinton Street Syracuse NY 13261
Telephone: 315 448-0922
Email: Charles.ferro@gsa.gov

(2) GSAR 552.236-71, Authorities and Limitations, is incorporated by reference in this Contract.

I.F. Contract Liquidated Damages Rate

In accordance with the "Liquidated Damages" clause in Section III (Terms and Conditions), liquidated damages shall be calculated at the rate of \$ 630.00 per calendar day.

I.G. Buy American Act Exceptions

For the applicable Buy American Act clause and any exceptions, see Section IV of this Agreement.

I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments

The following documents are incorporated by reference into this Contract.

(1) Specification/Project Manual Final for Construction for Contract No. GS-02P-13-PW-C-0009 Dated 01/31/2013

(2) Construction Drawings for Specifications for Contract No. GS-02P-13-PW-C-0009 Dated 01/31/2013

(3) Wage Determination General Decision Number: NY130016 Dated 02/22/2013

II. Prices

II.A. Basis of Pricing

(1) *Contract Prices.* All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

(2) *Knowledge of Conditions Affecting Price.* FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

(3) *Unit Prices and Allowances.* If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established in an amount sufficient to compensate the Contractor for such work at the established unit prices. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is sufficient only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.

(4) *Options.* If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.

(5) *Bid Rates.* If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

II.B. Contract Price Form

The price Proposal shall consist of the SF 1442 and the agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price in Block 17 of the SF 1442, which must be fully executed by the Offeror.]

III. Terms and Conditions

III.A. Commencement, Prosecution, and Completion of Work

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

The Contractor shall not commence the Work until the Contracting Officer has issued NTP. The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in Section III (Terms and Conditions), "Substantial Completion and Contract Completion" clause, within the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

III.B. Contractor Responsibilities

(1) Unless otherwise expressly stated in the Contract, the Contractor shall be responsible for all means and methods employed in the performance of the Contract.

(2) The Contractor shall be responsible for providing professional design services in connection with performance of the Work or portions of the Work only if this responsibility is expressly stated and the Contract Documents provide the performance and design criteria that such services will be required to satisfy. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and GSA shall be entitled to rely upon, the adequacy and completeness of all professional design services provided under this Contract.

(3) The Contractor shall be responsible for coordinating all activities of subcontractors. This responsibility includes coordination of: preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere and the installation of such work; scheduling of work by subcontractors; and use of the Project site for staging and logistics.

(4) Where installation of separate Work components as shown in the Contract Documents will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor's responsibility to bring such conflict or interference to the attention of the Contracting Officer and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all cost and time incurred to resolve or mitigate such conflict or interference.

(5) Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the Contract Documents, the Contractor is responsible for routing, dimensioning, and locating such work in coordination with other work or existing conditions in a manner consistent with Contract requirements.

(6) It is not the Contractor's responsibility to ensure that the Contract Documents comply with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the Contract Documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the Work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

(7) The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the Contract Documents discovered by or made known to the Contractor during the performance of the Contract.

(8) The Contractor must submit a safety plan before commencing work.

III.C. Contractor Management and Personnel

FAR 52.236-6, Superintendence by the Contractor, is supplemented as follows:

(1) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the Work. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the Project for the life of the Contract.

(2) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the Work. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.

(3) Repeated failure or excessive delay by the Contractor to provide qualified personnel shall be deemed a default for the purposes of the Termination for Default clause.

III.D. Project Schedule

(1) The Contractor shall use a Critical Path Method ("CPM") Project Schedule to plan, coordinate, and perform the Work. The Project Schedule shall be produced using widely used, commercially available computer software that is capable of generating and monitoring a CPM schedule and is compatible with Meridian Proliance.® For example, compatible software includes Microsoft Project,® Primavera SureTrak,® and Primavera Project Planner.®

(2) The Project Schedule shall be a rational, reasonable and realistic plan for completing the Work, and conform to requirements specified in this clause and elsewhere in this Contract.

(3) The Contractor understands and acknowledges that the preparation and proper management of the Project Schedule is a material component of the Work, and that the Contract price includes all costs of compliance with Project Schedule requirements.

(4) The Project Schedule shall depict all activities necessary to complete the Work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, start-up, testing, balancing, commissioning, and punchlist. Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the Work, effective evaluation of the reasonableness and realism of the Project Schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

(5) Within thirty (30) days of NTP, or such other time as may be specified herein, the Contractor shall submit its Project Schedule to the Contracting Officer, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the Project Schedule. The Contractor shall submit the Project Schedule in both electronic and hardcopy print format.

(6) The Contractor should anticipate that its initial submittal of the Project Schedule shall be subject to review and revision as contemplated by Paragraph (11) of this clause, and the Contractor shall devote sufficient resources for meetings, revisions, and resubmissions of the Project Schedule to address exceptions taken by the Contracting Officer to the initial submittal. The Contractor understands and acknowledges that the purpose of the initial review and resolution of exceptions is to maximize the usefulness of the Project Schedule for the Parties during Contract performance.

(7) Activity durations shall be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the Work. All logic shall validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the Project Schedule, each activity shall have at least one predecessor and one successor relationship to form a logically connected network plan from NTP to the Contract Completion date.

(8) The Project Schedule shall incorporate milestone events specified in the Contract, including, as applicable, NTP, Substantial Completion, and milestones related to specified work phases and site restrictions. The Project Schedule shall also include Contractor-defined milestones to identify target dates for critical events, based upon the Contractor's chosen sequence of work.

(9) Unless a shorter period for updates is specified elsewhere, the Contractor shall update the Project Schedule monthly to reflect its actual progress in completing the Work, and submit the updated Project Schedule to the Contracting Officer within five (5) working days of the end of each month or other specified period.

(10) If the Contractor revises the Project Schedule after initial submission, the Contractor shall provide in writing to the Contracting Officer a narrative describing the substance of the revision, the rationale for the revision, and the impact of the revision on the projected Substantial Completion date and the available float for all activities. The Contractor shall only revise prospective activities, durations and logic, but addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.

(11) If at any time the Contracting Officer finds that the Project Schedule does not comply with any Contract requirement, the Contractor shall, upon written notice of exceptions taken by the Contracting Officer, revise the Project Schedule, adjust activity progress, or provide sufficient information demonstrating compliance. Regardless of whether the Contracting Officer takes any such exception, the Contractor shall not be relieved of its responsibility for the rationality, reasonableness or realism of the Project Schedule, or its responsibility to achieve Substantial Completion within the time specified by this Contract.

(12) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the Project Schedule within thirty (30) calendar days of written notice of same, the Contracting Officer may withhold retainage until the Project is Substantially Complete or until such time as the Contractor has complied with Project Schedule requirements.

(13) The Contracting Officer shall be entitled, but not required, to rely upon the Project Schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time and determine the criticality or float of any activities described in such Project Schedule.

III.E. Extensions of Time

FAR 52.211-13, Time Extensions, is supplemented as follows:

(1) If the Contractor requests an extension of the time for Substantial Completion, the Contractor shall base its request on analysis of time impact using the Project Schedule as its

baseline, and shall propose as a new Substantial Completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.

(2) The Contractor shall only be entitled to an extension of time to the extent that (a) Substantial Completion of the Work is delayed by causes for which the Contractor is not responsible under this Contract, and (b) the actual or projected Substantial Completion date is later than the date required by this Contract for Substantial Completion.

(3) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the Project Schedule in accordance with this Contract.

(4) The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

III.F. Interpretation of Specifications and Drawings

FAR 52.236-21, Specifications and Drawings for Construction, and GSAR 552.236-77, Specifications and Drawings, are supplemented as follows:

(1) Different requirements within the Contract Documents shall be deemed inconsistent only if compliance with both cannot be achieved.

(2) Unless otherwise noted, the drawings shall be interpreted to provide for a complete construction, assembly, or installation of the Work, without regard to the detail with which material components are shown in the drawings.

III.G. Submittals

FAR 52.236-21, Specifications and Drawings for Construction, GSAR 552.236-78, Shop Drawings, Coordination Drawings, and Schedules, and GSAR 552.236-79, Samples are supplemented as follows:

(1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract. If particular submittal requirements are not specified for a component of the Work, the Contractor shall prepare submittals for such Work as directed by the Contracting Officer.

(2) The Contractor shall not proceed with work or procure products or materials described or shown in submittals until the Contracting Officer has indicated approval of the submittal. Any work or activity undertaken prior to approval shall be at the Contractor's risk; should the Contracting Officer subsequently determine that the work or activity does not comply with the Contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been approved. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.

(3) The Contractor shall be entitled to receive notice of action on submittals within a reasonable time, given the volume or complexity of the submittals and the criticality of the affected activities to Substantial Completion as may be indicated in the Project Schedule. The Contractor shall not be entitled to receive notice of action on submittals containing variations from Contract requirements in less than twenty (20) working days.

III.H. Substantial Completion and Contract Completion

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, FAR 52.211-12, Liquidated Damages (Construction), and GSAR 552.246-72, Final Inspection and Tests, are supplemented as follows:

(1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages (Construction), the Work shall be deemed complete when it is "Substantially Complete." The Work shall be deemed "Substantially Complete" if and only if the Contractor has completed the Work and related Contract obligations in accordance with the Contract Documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire Work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work. In no event shall the Work be deemed Substantially Complete if all fire and life safety systems are not tested and accepted by the Authority Having Jurisdiction, where such acceptance is required under the Contract.

(2) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a Substantial Completion date (Notice of Substantial Completion). The Contracting Officer shall conduct inspections and make a determination of Substantial Completion within a reasonable time. If the Contracting Officer takes exception to the Notice of Substantial Completion, the Contractor shall be entitled to a written notice of conditions precluding determination of Substantial Completion.

(3) The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than thirty (30) calendar days after receipt of the Notice of Substantial Completion.

(4) Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the Work is Substantially Complete.

(5) The Contract is complete (Contract Completion) if and only if the Contractor has completed all Work and related Contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(6) Unless otherwise specifically noted, or otherwise clear from context, all references in this Contract to "acceptance" shall refer to issuance of a written determination of Substantial Completion.

(7) The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after Contract Completion. If the Contractor does not achieve Contract Completion within the time required by this Contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

III.I. Use and Possession Prior to Substantial Completion

FAR 52.236-11, Use and Possession Prior to Completion, is supplemented as follows:

Exercise by the Government of the right conferred by FAR 52.236-11 shall not relieve the Contractor of responsibility for completing any unfinished components of the Work.

III.J. Finality of Contract Modifications

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to

include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled, and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

III.K. Liquidated Damages

FAR 52.211-12, Liquidated Damages is supplemented as follows:

(1) The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work within the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Contract Liquidated Damages Rate*," for each calendar day following the required completion date that the Work is not Substantially Complete.

(2) If the Contract requires different completion dates for different phases or portions of the Work, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of Work is not Substantially Complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the Work.

(3) If the Government elects to accept any portion of the Work not specifically designated as a phase or portion of Work with its own required completion date, the liquidated damage rate shall be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

III.L. Insurance Requirements

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least \$5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

(2) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

III.M. Order of Precedence

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

- (1) Section IV of the Agreement
- (2) Sections I, II, and III of the Agreement
- (3) The Statement of Work
- (4) The Specifications
- (5) The Drawings
- (6) Exhibits and Other Attachments

III.N. Administrative Matters

(1) *Project Meetings.* The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.

(2) *Schedule of Values.* The Contractor shall prepare and submit for approval a detailed cost breakdown of the Contract price, to be referred to as the Schedule of Values, assigning values to each component of the Work. Values must include all direct and indirect costs, although a separate value for bond costs may be established. The Schedule of Values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment. If this Contract requires that the Project Schedule be cost loaded, the Schedule of Values will be derived from the Project Schedule.

(3) *Payments.* FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented as follows:

(a) Before submitting a request for payment, the Contractor shall attend pre-invoice payment meetings each month, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings may be conducted in person or by telephone. The Contractor shall provide documentation to support the prospective payment request.

(b) The Contractor shall submit its invoices to the Contracting Officer. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments.

(c) If the invoice does not meet the requirements of FAR Clause 52.232-27 (a)(2) and the requirements specified in Subparagraphs (3)(a),(d),(e),and(f) of the Administrative Matters clause, the Contracting Officer may return the invoice to the Contractor without payment for correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.

(d) Invoices shall be submitted in an original and two (2) copies to the designated billing office specified in this Contract or in individual delivery/work orders.

(e) Invoices must include the Account Document Number (ADN) assigned at award.

(f) The Contractor shall submit the following information or documentation with each invoice:

(i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only) or AIA Form G702, including the updated Schedule of Values upon which the payment request is based;

(ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;

(iii) The payment terms that apply for the particular services rendered;

(iv) Additional documentation:

N/A]

(g) GSA will not be obligated to issue final payment unless the Contractor has furnished to the Contracting Officer a release of claims against the Government relating to this Contract, and submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the Contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts. All release forms must bear the original signature of the signer and must be affixed with the Contractor's corporate seal or the seal of a Notary Public.

(4) *Prompt Payment.* In accordance with FAR clause 52.232-27, the period for payments is as follows:

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

(5) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(6) *Security Clearances.* Contractor shall comply with the following requirements pertaining to security clearances:

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form FD258 and a completed Contractor Information Worksheet (CIW).

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.

(7) *Sensitive But Unclassified (SBU) Building Information.* The following requirements apply to information contained in this Contract that has been designated as Sensitive But Unclassified (SBU) building information:

(a) The Contractor shall submit to GSA all Contractor-generated documents that may contain SBU building information before the original or any copies are disseminated to any other parties. If GSA identifies SBU content in such documents, the Contracting Officer may direct the Contractor to imprint or affix SBU document markings to the original documents and all copies prior to dissemination.

(b) The Contractor shall protect SBU building information by strictly limiting access to those individuals having a need to know such information acting on behalf of Federal, State, and local government entities, nongovernment entities engaged in the conduct of business on behalf of or with GSA, and firms currently registered as "active" in the Central Contractor Registration (SAM) database via <https://www.sam.gov>. If a subcontractor is not registered in the SAM and has a need to possess SBU building information, the subcontractor shall provide to the

Contractor its DUNS number or its tax ID number and a copy of its business license. This clause shall not be construed to encumber the dissemination of SBU building information to public safety entities.

(c) The Contractor shall use session or file encryption when transmitting SBU building information electronically outside of the GSA firewall and network. The Contractor shall encrypt sessions or files with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL:

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the following URL:

<http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>

(Note that not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.)

(d) When transmitting SBU building information contained in any physical media, including hardcopy and portable electronic data storage devices, the Contractor shall only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives.

(e) The Contractor shall maintain a list of the entities and the firms to which it has disseminated SBU building information. This list must include at a minimum (1) the name of the entity or firm; (2) the name and contact information of the individual at the entity or firm who is responsible for protecting the SBU building information; and (3) a description of the SBU building information provided. Upon completion of the Work, the Contractor shall collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the Contracting Officer. The Contracting Officer may withhold final payment until the lists are received.

(f) This Contract requires that the Contractor retain beyond the period of performance certain records that may contain SBU building information. With the exception of such records, upon completion of the Work, the Contractor shall either destroy all records containing SBU building information or return them to the Contracting Officer, as directed by the Contracting Officer. The Contractor shall destroy electronically stored SBU building information by deleting it or otherwise rendering it unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization, available at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf. Examples of acceptable destruction methods for SBU building information are: burning or shredding hardcopies; physically destroying portable electronic storage devices; deleting and removing files from electronic recycling bins; and removing material from computer and hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

(g) The Contractor shall verify to the Contracting Officer in writing that SBU building information has been disposed of as required in Paragraph (7)(f) of this clause. The Contracting Officer may withhold final payment until written verification is received.

(h) The Contractor shall immediately report to the Contracting Officer all improper disclosures of SBU building information. If the Contractor fails to comply with any provision of this clause, the Contracting Officer may withhold approval of progress payments until the Contractor provides a corrective action plan explaining how it will rectify any noncompliance and prevent future improper disclosures of SBU building information.

(i) The Contractor shall insert the substance of this clause in all subcontracts.

III.O. Non-Compliance with Contract Requirements

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

IV. Contract Clauses

IV.A. Clauses Incorporated In Full Text

(1) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this Contract, the Contractor shall—

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance; and
- (3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this Contract is:

Name: Ms. Pamela Baker, Program Specialist
Telephone: (212) 264-1272
Email: Pamela.baker.gsa.gov
Website for Reporting:

Submit Reports to pbsbiobasedreporting@gsa.gov.

(2) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)

(a) *Definitions.* As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(3) FAR 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(4) GSAR 552.204-9 Personal Identity Verification Requirements (OCT 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(5) Buy American Act Requirements

H.1.1.1 52.225-9 Buy American Act—Construction Materials.

As prescribed in 25.1102(a), insert the following clause:

Buy American Act—Construction Materials (Sep 2010)

(a) **Definitions.** As used in this clause—

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) **Domestic preference.**

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

| Foreign and Domestic Construction Materials Price Comparison | | | |
|--|-----------------|----------|------------------|
| Construction Material Description | Unit of Measure | Quantity | Price (Dollars)* |
| Item 1: | | | |
| Foreign construction material | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |
| Item 2: | | | |
| Foreign construction material | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(6) Additional Clauses

| NUMBER | TITLE | DATE |
|-----------|-----------------------|----------|
| 52.232-18 | Availability of Funds | APR 1984 |

(7) Special 8(a) Requirements

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (Deviation) - June 2003

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The Claude Mayo, President Claude Mayo Construction Company, Inc will notify the General Services Administration's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

IV.B. Clauses Incorporated by Reference

The following FAR/GSAR clauses are supplemented in Section III, Terms and Conditions: 52.211-10, 52.211-12, 52.211-13, 52.228-5, 52.232-5, 52.232-27, 52.236-6, 52.236-11, 52.236-21, 552.228-5, 552.236-77, 552.236-78, 552.236-79 and 552.246-72.

(1) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

(2) Federal Acquisition Regulation (FAR) Clauses:

| NUMBER | TITLE | DATE |
|----------|-------------|--------|
| 52.202-1 | Definitions | JAN 12 |

| NUMBER | TITLE | DATE |
|-----------|---|--------|
| 52.203-3 | Gratuities | APR 84 |
| 52.203-5 | Covenant Against Contingent Fees | APR 84 |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government | SEP 06 |
| 52.203-7 | Anti-Kickback Procedures | OCT 10 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 97 |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | JAN 97 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | OCT 10 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | APR 10 |
| 52.203-14 | Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days) | DEC 07 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 11 |
| 52.204-7 | Central Contractor Registration | DEC 12 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 11 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | AUG 12 |
| 52.204-13 | Central Contractor Registration Maintenance | DEC 12 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | DEC 10 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | FEB 12 |
| 52.211-10 | Commencement, Prosecution, and Completion of Work | APR 84 |
| 52.211-12 | Liquidated Damages—Construction (If Applicable) | SEP 00 |
| 52.211-13 | Time Extensions | SEP 00 |
| 52.211-18 | Variation in Estimated Quantity | APR 84 |
| 52.215-2 | Audit and Records-Negotiation | OCT10 |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data | AUG 11 |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data—Modifications | AUG 11 |
| 52.215-12 | Subcontractor Cost or Pricing Data | OCT 10 |
| 52.215-13 | Subcontractor Cost or Pricing Data—Modifications | OCT 10 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 10 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 97 |

| NUMBER | TITLE | DATE |
|-----------|--|--------|
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions | JUL 05 |
| 52.219-8 | Utilization of Small Business Concerns | JAN 11 |
| 52.219-14 | Limitations on Subcontracting | NOV 11 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | APR 12 |
| 52.222-3 | Convict Labor | JUN 03 |
| 52.222-4 | Contract Work Hours and Safety Standards Act—Overtime Compensation | JUL 05 |
| 52.222-6 | Davis-Bacon Act | JUL 05 |
| 52.222-7 | Withholding of Funds | FEB 88 |
| 52.222-8 | Payrolls and Basic Records | JUN 10 |
| 52.222-9 | Apprentices and Trainees | JUL 05 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 88 |
| 52.222-11 | Subcontracts (Labor Standards) | JUL 05 |
| 52.222-12 | Contract Termination—Debarment | FEB 88 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations | FEB 88 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 88 |
| 52.222-15 | Certification of Eligibility | FEB 88 |
| 52.222-21 | Prohibition of Segregated Facilities | FEB 99 |
| 52.222-26 | Equal Opportunity | MAR 07 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 99 |
| 52.222-35 | Equal Opportunity for Veterans | SEP 10 |
| 52.222-36 | Affirmative Action for Workers with Disabilities | OCT 10 |
| 52.222-37 | Employment Reports Veterans | SEP 10 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 10 |
| 52.222-50 | Combating Trafficking in Persons | FEB 09 |
| 52.222-54 | Employment Eligibility Verification | JUL 12 |
| 52.223-3 | Hazardous Material Identification and Material Safety Data | JAN 97 |
| | Alternate I | JUL 95 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 11 |

| NUMBER | TITLE | DATE |
|-----------|---|--------|
| 52.223-6 | Drug-Free Workplace | MAY 01 |
| 52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-designated Products | MAY 08 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 07 |
| 52.223-17 | Affirmative Procurement of EPA-designated Items in Service and Construction Contracts | MAY 08 |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | AUG 11 |
| 52.223-19 | Compliance with Environmental Management Systems | MAY 11 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 08 |
| 52.227-1 | Authorization and Consent | DEC 07 |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright | DEC 07 |
| 52.227-4 | Patent Indemnity—Construction Contracts | DEC 07 |
| 52.228-2 | Additional Bond Security | OCT 97 |
| 52.228-5 | Insurance—Work on a Government Installation | JAN 97 |
| 52.228-11 | Pledges of Assets | JAN 12 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | OCT 95 |
| 52.228-14 | Irrevocable Letter of Credit | DEC 99 |
| 52.228-15 | Performance and Payment Bonds—Construction | OCT 10 |
| 52.229-3 | Federal, State, and Local Taxes | FEB 13 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | SEP 02 |
| 52.232-17 | Interest | OCT 10 |
| 52.232-23 | Assignment of Claims | JAN 86 |
| 52.232-27 | Prompt Payment for Construction Contracts | OCT 08 |
| 52.232-33 | Payment by Electronic Funds Transfer—Central Contractor Registration | OCT 03 |
| 52.233-1 | Disputes | JUL 02 |
| | Alternate I | DEC 91 |
| 52.233-3 | Protest after Award | AUG 96 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 04 |
| 52.236-2 | Differing Site Conditions | APR 84 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 84 |

| NUMBER | TITLE | DATE |
|-----------|---|--------|
| 52.236-5 | Material and Workmanship | APR 84 |
| 52.236-6 | Superintendence by the Contractor | APR 84 |
| 52.236-7 | Permits and Responsibilities | NOV 91 |
| 52.236-8 | Other Contracts | APR 84 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 84 |
| 52.236-10 | Operations and Storage Areas | APR 84 |
| 52.236-11 | Use and Possession Prior to Completion | APR 84 |
| 52.236-12 | Cleaning Up | APR 84 |
| 52.236-13 | Accident Prevention Alternate I | NOV 91 |
| 52.236-14 | Availability and Use of Utility Services | APR 84 |
| 52.236-17 | Layout of Work | APR 84 |
| 52.236-21 | Specifications and Drawings for Construction | FEB 97 |
| 52.242-13 | Bankruptcy | JUL 95 |
| 52.242-14 | Suspension of Work | APR 84 |
| 52.243-4 | Changes | JUN 07 |
| 52.244-6 | Subcontracts for Commercial Items | DEC 10 |
| 52.245-1 | Government Property Alternate 1 | APR 12 |
| 52.245-9 | Use and Charges | APR 12 |
| 52.246-12 | Inspection of Construction | AUG 96 |
| 52.246-21 | Warranty of Construction | MAR 94 |
| 52.248-3 | Value Engineering—Construction | OCT 10 |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price) | APR 12 |
| | Alternate I | SEP 96 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 84 |
| 52.253-1 | Computer Generated Forms | JAN 91 |

(3) GSA Acquisition Regulation (GSAR) Clauses:

| NUMBER | TITLE | DATE |
|------------|----------------------------|--------|
| 552.203-71 | Restriction on Advertising | SEP 99 |

| NUMBER | TITLE | DATE |
|------------|---|--------|
| 552.211-72 | References to Specifications in Drawings | FEB 96 |
| 552.215-70 | Examination of Records by GSA | FEB 96 |
| 552.228-5 | Government as Additional Insured | MAY 09 |
| 552.229-70 | Federal, State, and Local Taxes | APR 84 |
| 552.236-70 | Definitions | APR 84 |
| 552.236-71 | Authorities and Limitations | APR 84 |
| 552.236-74 | Working Hours | APR 84 |
| 552.236-75 | Use of Premises | APR 84 |
| 552.236-76 | Measurements | APR 84 |
| 552.236-77 | Specifications and Drawings | SEP 99 |
| 552.236-78 | Shop Drawings, Coordination Drawings, and Schedules | SEP 99 |
| 552.236-79 | Samples | APR 84 |
| 552.236-80 | Heat | APR 84 |
| 552.236-82 | Subcontracts | APR 84 |
| 552.243-71 | Equitable Adjustments | JAN 09 |
| 552.246-72 | Final Inspection and Tests | SEP 99 |

(4) 8(a) Set-Aside

This contract is an 8(a) Set-Aside; the following clause is incorporated by reference:

| | | |
|------------|---------------------------|--------|
| 552.219-74 | Section 8(a) Direct Award | SEP 99 |
|------------|---------------------------|--------|

In accordance with 552.219-74, the cognizant SBA district office is:

Buffalo District Office
130 South Elmwood Avenue, Suite 540
Buffalo, NY 14202

IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:

| NUMBER | TITLE | DATE |
|-----------|--|--------|
| | Applicable Buy American Act Clause (See Buy American Act Requirements under "Clauses Incorporated in Full Text" in Section IV) | |
| 52.203-7 | Anti-Kickback Procedures | OCT 10 |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity | JAN 97 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | OCT 10 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | APR 10 |
| 52.203-14 | Display of Hotline Poster(s) (Applies if Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days) | DEC 07 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 11 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | AUG 12 |
| 52.215-2 | Audit and Records-Negotiation | OCT 10 |
| 52.215-12 | Subcontractor Cost or Pricing Data | OCT 10 |
| 52.215-13 | Subcontractor Cost or Pricing Data—Modifications | OCT 10 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 10 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions | JUL 05 |
| 52.222-4 | Contract Work Hours and Safety Standards Act—Overtime Compensation | JUL 05 |
| 52.222-6 | Davis-Bacon Act | JUL 05 |
| 52.222-7 | Withholding of Funds | FEB 88 |
| 52.222-8 | Payrolls and Basic Records | JUN 10 |
| 52.222-9 | Apprentices and Trainees | JUL 05 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 88 |
| 52.222-11 | Subcontracts (Labor Standards) | JUL 05 |
| 52.222-12 | Contract Termination—Debarment | FEB 88 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations | FEB 88 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 88 |
| 52.222-15 | Certification of Eligibility | FEB 88 |
| 52.222-21 | Prohibition of Segregated Facilities | FEB 99 |
| 52.222-26 | Equal Opportunity | MAR 07 |

| NUMBER | TITLE | DATE |
|-----------|---|--------|
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 99 |
| 52.222-35 | Equal Opportunity for Veterans | SEP 10 |
| 52.222-36 | Affirmative Action for Workers with Disabilities | OCT 10 |
| 52.222-37 | Employment Reports Veterans | SEP 10 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 10 |
| 52.222-50 | Combating Trafficking in Persons | FEB 09 |
| 52.222-54 | Employment Eligibility Verification | JUL 12 |
| 52.223-6 | Drug-Free Workplace | MAY 01 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 07 |
| 52.223-17 | Affirmative Procurement of EPA-designated Items in Service and Construction Contracts | MAY 08 |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | AUG 11 |
| 52.223-19 | Compliance with Environmental Management Systems | MAY 11 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 08 |
| 52.227-1 | Authorization and Consent | DEC 07 |
| 52.228-5 | Insurance—Work on a Government Installation | JAN 97 |
| 52.236-13 | Accident Prevention Alternate I | NOV 91 |

(2) GSA Acquisition Regulation (GSAR) Clauses:

| NUMBER | TITLE | DATE |
|------------|-------------------------------|--------|
| 552.215-70 | Examination of Records by GSA | FEB 96 |

(3) Agreement Clauses:

Sensitive But Unclassified (SBU) Building Information, "Administrative Matters" in Section III (Terms and Conditions)

Exhibit B



U.S. General Services Administration
Public Building Service

July 23, 2013

Claude Mayo Construction Company, Inc.
Attention: Claude Mayo
53 Humber Ave.
Buffalo, NY 14215

Re: Contract Award – GS-02P-13-PW-C-0009 US Attorney 8th Floor Renovation, James M. Hanley
FB & CH, Syracuse, NY.

Dear Mr. Mayo,

The Government is pleased to accept your offer dated June 25, 2013 submitted in response to solicitation number GS-02P-13-PW-C-0009. Enclosed herein is a copy of the executed contract, the total awarded price of which is \$732,003.00.

In accordance with FAR 52.228-15 "Performance and Payment Bonds – Construction", please submit the applicable performance and payment bonds no later than August 5, 2013. Also in accordance with FAR 52.228-5 "Insurance – Work on a Government Installation", please submit the required certificate(s) of insurance no later than August 5, 2013.

I have enclosed a blank copy of Standard Form 1413 for your convenience, which you are also required to fill out and submit before a formal notice to proceed can be issued. In addition, I have provided a GSA Form 1142, "Release of Claims" which you will be required to complete and submit at the end of the contract. As a reminder, should you be using a worker classification not listed on the applicable Davis Bacon wage determination for any portion of this contract, please submit a Standard Form 1444 to receive the proper classification, minimum wage rate and fringe benefit.

Should you have any questions, please call myself at 315-448-0922, or Steve Patch at 315-448-0925.

Respectfully,

//signed//
Charles J. Ferro
Contracting Officer
GSA Upstate New York Acquisition Unit

Enclosures: GSA Form 1142
Standard Form 1413
Standard Form 25

GSA 300 - Awarded
Standard Form 25A

Phone 315.448.0922
Fax 315.448.0968
Email Charles.ferro@gsa.gov

US General Services Administration
James Hanley Federal Building
100 South Clinton Street, Room 1350
PO Box 7005
Syracuse, NY 13261

General Services Administration

RELEASE OF CLAIMS

The undersigned contractor, pursuant to the terms of Contract No. _____
between the United States of America and said contractor for the _____

located at _____

hereby release the United States from any and all claims arising under or by virtue of said contract or any modification or change thereof except as follows: *(Here list any claims against the Government and the amounts thereof. If none, so state.)*

Witness the signature and seal of the undersigned this _____ day of _____

CONTRACTOR

WITNESS:

| | |
|-------------------|------------------------|
| _____ | _____ (Seal) |
| | (Print or type) |
| _____ (Signature) | _____ (Signature) |
| _____ (Address) | _____ (Official Title) |

STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014
Expires: 6/30/2014

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

| | | | | | |
|--|--|-----------------------------|-------------|-----------------------|--|
| 1. PRIME CONTRACT NO. | | 2. DATE SUBCONTRACT AWARDED | | 3. SUBCONTRACT NUMBER | |
| 4. PRIME CONTRACTOR | | | | 5. SUBCONTRACTOR | |
| a. NAME | | | | a. NAME | |
| b. STREET ADDRESS | | | | b. STREET ADDRESS | |
| c. CITY | | d. STATE | e. ZIP CODE | c. CITY | |
| | | | | d. STATE e. ZIP CODE | |
| 6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation." | | | | | |
| 7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm: | | | | | |
| a. NAME OF AWARDED FIRM | | | | | |
| b. DESCRIPTION OF WORK BY SUBCONTRACTOR | | | | | |

| | | | |
|------------------------------|--|--------------------|--|
| 8. PROJECT | | 9. LOCATION | |
| 10a. NAME OF PERSON SIGNING | | 11. BY (Signature) | |
| 10b. TITLE OF PERSON SIGNING | | 12. DATE SIGNED | |

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety
Standards Act - Overtime
Compensation - (If included in prime contract see Block 6)
Payrolls and Basic Records
Withholding of Funds
Disputes Concerning Labor Standards
Compliance with Davis-Bacon and Related Act Regulations

Davis-Bacon Act
Apprentices and Trainees
Compliance with Copeland Act Requirements
Subcontracts (Labor Standards)
Contract Termination - Debarment
Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

| | | | |
|------------------------------|--|--------------------|--|
| A | | C | |
| B | | D | |
| 15a. NAME OF PERSON SIGNING | | 16. BY (Signature) | |
| 15b. TITLE OF PERSON SIGNING | | 17. DATE SIGNED | |

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1413 (REV. 7/2005)
Prescribed by GSA/FAR (48 CFR) 53.222(e)

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Number: 9000-0045
Expiration Date: 6/30/2016

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

| MILLION(S) | THOUSANDS | HUNDRED(S) | CENTS |
|------------|-----------|------------|-------|
|------------|-----------|------------|-------|

CONTRACT DATE

CONTRACT NO.

OBLIGATION

We, the Principal and Surety (ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS

The Principal has entered into the contract identified above.

THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions (hereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

| SIGNATURE(S) | 1. | 2. | 3. | Corporate Seal |
|----------------------------|--------|--------|--------|----------------|
| | (Seal) | (Seal) | (Seal) | |
| NAME(S) & TITLE(S) (Typed) | 1. | 2. | 3. | |

INDIVIDUAL SURETY(IES)


| SIGNATURE(S) | 1. | 2. |
|-----------------|--------|--------|
| | (Seal) | (Seal) |
| NAME(S) (Typed) | 1. | 2. |

CORPORATE SURETY(IES)

| SURETY A | NAME & ADDRESS | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
|----------|----------------------------|---------------|----------------------|----------------|
| | SIGNATURE(S) | 1. | 2. | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | |

CORPORATE SURETY(IES) (Continued)

| | | | | | |
|-----------------|-------------------------------|----|---------------|----------------------|----------------|
| SURETY B | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY C | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY D | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY E | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY F | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY G | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |

| | | | |
|---------------------|---|------------------------|------------|
| BOND PREMIUM |  | RATE PER THOUSAND (\$) | TOTAL (\$) |
|---------------------|---|------------------------|------------|

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., and attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporation executing the bond shall affix their corporate seals. Individual shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

| | | |
|--|--|---|
| PAYMENT BOND (See Instructions on reverse) | DATE BOND EXECUTED (Must be same or later than date of contract) | OMB Number: 9000-0045 Expiration Date: 6/30/2016 |
|--|--|---|

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

| | | | | |
|--|--|--------------------------------------|--------------|-------|
| PRINCIPAL (Legal name and business address) | TYPE OF ORGANIZATION ("X" one) | | | |
| | <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | | |
| | <input type="checkbox"/> JOINT VENTURE | <input type="checkbox"/> CORPORATION | | |
| | STATE OF INCORPORATION | | | |
| SURETY(IES) (Name(s) and business address(es)) | PENAL SUM OF BOND | | | |
| | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS |
| | CONTRACT DATE | | CONTRACT NO. | |
| | | | | |

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. for payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

| PRINCIPAL | | | | |
|-------------------------------|-------------------------------|---------------|--------------------|----------------|
| SIGNATURE(S) | 1. | 2. | 3. | Corporate Seal |
| | (Seal) | (Seal) | (Seal) | |
| NAME(S) & TITLE(S) (Typed) | 1. | 2. | 3. | |
| | | | | |
| INDIVIDUAL SURETY(IES) | | | | |
| SIGNATURE(S) | 1. | 2. | | |
| | (Seal) | (Seal) | | |
| NAME(S) (Typed) | 1. | 2. | | |
| | | | | |
| CORPORATE SURETY(IES) | | | | |
| SURETY A | NAME & ADDRESS | STATE OF INC. | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | |

CORPORATE SURETY(IES) (Continued)

| | | | | | |
|-----------------|-------------------------------|----|---------------|-----------------------|-----------------------|
| SURETY B | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY C | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY D | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY E | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY F | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY G | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT \$ | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

Exhibit C



U.S. General Services Administration
GSA Public Buildings Service

August 2, 2013

Claude Mayo Construction Company, Inc
Attn: Claude Mayo, President
53 Humber Ave
Buffalo, NY 14215-0114

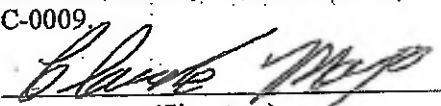
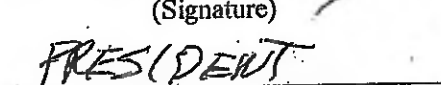
RE: Preliminary Notice to Proceed Contract GS-02P-13-PW-C-0009, US Attorney 8th Floor Renovation Project, James Hanley Federal Building and Courthouse.

Dear Mr. Mayo:

1. We are in receipt of your Payment and Performance Bonds, which you submitted in connection with the above referenced contract. It is acceptable on behalf of the United States Government and notice is hereby given to begin acquiring security clearances for your employees who will require routine unescorted access to the James M. Hanley Federal Building and submitting your shop drawings submittals.
2. A Final Notice to Proceed will be issued prior to start of any on-site work. The on-site work has a performance period of 150 calendar days. Additional work called for in the terms of this contract will not be performed unless specifically authorized in writing by the contracting officer.
3. If there are any questions please contact me at 315-448-0922.


Charles J. Ferro
Contracting Officer

Contractor hereby acknowledges receipt of the Partial Notice to Proceed on Contract No. GS-02P-13-PW-C-0009.


(Signature)

PRESIDENT
(Title)

Acquisition Management Division
Upstate New York Unit (2PQAU)
100 S. Clinton Street, Box 7005
Syracuse, NY 13261-7005
315-448-0922

Exhibit D



U.S. General Services Administration
GSA Public Buildings Service

November 21, 2013

Claude Mayo Construction Company, Inc.
Attn: Claude Mayo
53 Humber Ave.
Buffalo, NY 14215

Re: James M. Hanley Federal Building and Courthouse Syracuse, NY, US Attorney 8th Floor
Renovation Project Notice to Proceed Contract #GS-02P-13-PW-C-0009

Dear Mr. Mayo:

Notice is hereby given to proceed with onsite performance according to all contract requirements effective November 21, 2013.

The contract provides that the construction work shall be completed within One Hundred Fifty (150) calendar days for the project after the date this Notice to Proceed is issued. This Notice to Proceed is your authority to commence onsite work and in no way affects the duration of the contract.

All submittals must be accurate and timely to ensure the successful implementation of this project.

To acknowledge this notice, please fill in the spaces provided on the attachment and return to the undersigned.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles Ferro".

Charles Ferro
Contracting Officer

Enclosure

cc: Official Contract File
- Erin Marshall
- Elizabeth Olp

Upstate NY Acquisition Unit
100 S. Clinton Street, Box 7005
Syracuse, NY 13261-7005
315-448-0967

Please fill in the spaces provided below:

Date this notice was received: 11-22-13

Date proposed for starting work: 11-22-13

| | | |
|-------------------------|------------------|-----------------|
| <u>Charles M. M.</u> | <u>PRESIDENT</u> | <u>11-22-13</u> |
| Signature of Contractor | Title | Date |

Note: Your proposed date for starting work will have no effect on the contract completion date.

Exhibit E

From: David Bullard - 2PQAU <david.bullard@gsa.gov>

To: mayoclaude <mayoclaude@aol.com>; Steven Patch <steven.patch@gsa.gov>; Erin Marshall - 2PSEU <erin.marshall@gsa.gov>; Andrew Woodring - 2PSEU <andrew.woodring@gsa.gov>

Cc: Don Davidson <don@davidsonbrown.pro>; Kevin Flanagan <kevin.flanagan@gsa.gov>

Subject: Hanley 8th Floor Project Executed Mod PS01

Date: Tue, Dec 24, 2013 9:58 am

Attachments: Hanley_8th_Floor_US_Atty_GS-02P-13-PW-C-0009_PS01_Executed.pdf (2994K)

Claude,

We have attached the signed and executed Contract Modification PS01 and Statement of Work for the Hanley 8th Floor US Atty Project. Remember to provide an updated schedule and complete the project on time.

Please let us know if you have any questions.

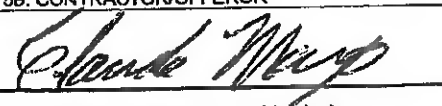
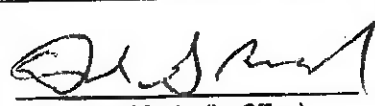
David G. Bullard

David G. Bullard
Contracting Officer
Acquisition Management Division - 2PQA Upstate NY
Public Buildings Service
GSA, Northeast and Caribbean Region

W. 315-448-0930

C. 315-454-2538

E. david.bullard@gsa.gov

| | | | | | | | |
|---|--|--|--|--|--|--------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. Contract ID Code | | Page of Pages 1 3 | |
| 2. AMENDMENT MODIFICATION NO. PS01 | | 3. EFFECTIVE DATE DEC 11, 2013 | | 4. REQUISITION/PURCHASE REQ. NO. 2PSEU-13-0012 SO1 | | 5. PROJECT NO. (if applicable) | |
| 6. ISSUED BY UPSTATE NEW YORK ENGINEERING 100 SOUTH CLINTON STREET P.O. BOX 7005 ROOM 1350 SYRACUSE NY 13281-7305 David Bullard 315-448-0930 david.bullard@gsa.gov | | | | 7. ADMINISTERED BY (If other than item 6) CODE See Block 6 | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) CLAUDE MAYO CONSTRUCTION COMPANY, INC. 53 HUMBER AVENUE BUFFALO NY 142153114 DUNS: 092474980 Cage Code: 4PPN3 | | | | (x) | | | |
| | | | | | | | |
| | | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-02P-13-PW-C-0009 | | | |
| 10B. DATED (SEE ITEM 13) JUL 23, 2013 | | | | X | | | |
| CODE 00031115 | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (if required) Modification Amount: \$79,043.00 Modification Obligated Amount: \$79,043.00 | | | | | | | |
| See Schedule | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| Check One | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | | |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(b) Bilateral Agreement | | | | | | |
| | D. OTHER (Specify type of modification and authority) | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) See continuation page... | | | | | | | |
| ...See Continuation Page | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David Bullard, Contracting Officer 315-448-0930 david.bullard@gsa.gov | | | |
| 15B. CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
|  | | 12-21-13 | |  | | 12/24/2013 | |
| (Signature of person authorized to sign) | | | | (Signature of Contracting Officer) | | | |

Continuation Page

Continued from Block 14...

The purpose of this modification is to add additional work to the contract due to the unforeseen site conditions.

Modification is based upon the Statement of Work dated 03/05/2013 and new PTAC unit installations.

This contract is hereby extended for the additional work from 28 Feb 2014 to 01 Apr 2014.

The total contract amount was \$732,003.00, and is modified to increase by \$79,043.00 to a new contract total amount of \$811,046.00.

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's "proposal for adjustment" for accomplishment of the items stated herein, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments for such facts or circumstances giving rise to the "proposal for adjustment".

All other terms and conditions of this contract remain the same.

SCHEDULE Continued

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE \$ | AMOUNT \$ |
|----------|---|----------|------|---------------|-----------|
| 0002 | <p>Contracting Officer: David Bullard, 315-448-0930, david.bullard@gsa.gov</p> <p>Primary Contracting Officer Representative: Erin Marshall, 315-448-0975, erin.marshall@gsa.gov</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: Erin Marshall, 315-448-0975, erin.marshall@gsa.gov</p> <p>Alternate Technical Point of Contact(s): None</p> <p>(New Line Item) MOD #1.</p> <p>HAVC Controls, specified in original requirements, covered by Mistake in Bid</p> <p>Accounting and Appropriation Data: PN3BB0860.2014.192X.02.PG54.P0225540.N20.PG413. RNY00281.NY0281ZZ.119. \$57,550.00 PR NUMBER: 2PSEU-13-0012 SO1 DELIVERY DATE: 04/01/2014 SHIP TO: UPSTATE NEW YORK ENGINEERING 100 SOUTH CLINTON STREET P.O. BOX 7005 ROOM 1350 SYRACUSE NY 13261-7305 FOB : Destination</p> | 1.00 | LS | 57,550.00 | 57,550.00 |
| 0003 | <p>(New Line Item) MOD #1.</p> <p>Remove all existing PTAC units per original contract requirements and install 15 new, non-refurbshed PTAC units.</p> <p>Accounting and Appropriation Data: PN3BB0860.2014.192X.02.PG54.P0225540.N20.PG413. RNY00281.NY0281ZZ.119. \$21,493.00 PR NUMBER: 2PSEU-13-0012 SO1 DELIVERY DATE: 04/01/2014 SHIP TO: UPSTATE NEW YORK ENGINEERING 100 SOUTH CLINTON STREET P.O. BOX 7005 ROOM 1350 SYRACUSE NY 13261-7305 FOB : Destination</p> | 1.00 | LS | 21,493.00 | 21,493.00 |

DATE: 11-23-13

Contract No.: GS-02P-13-PW-C-0009
Modification No.: 1

PM: Erin Marshall

CO: David Bullard

STATEMENT OF WORK

GSA Public Building Services
Upstate Service District

8th FL US Attorney's construction within the James M. Hanley Federal Building. This scope of work is for a contract modification to contract number GS-02P-13-PW-C-0009 and shall be as outlined below.

STATEMENT OF WORK REQUIRED:

- 1.0) LOCATION: James M. Hanley FB (NY0281ZZ), Syracuse, NY
- 2.0) OBJECTIVE: Receive contractor proposal to furnish all required labor, materials, and supervision to provide details in paragraph 3.0.
- 3.0) PROJECT SCOPE: Contractor shall provide all tools, equipment, materials, and labor to complete the following work:

Line Item 1:

Credit: Delete from contract requirement to refurbish 15 PTAC units.

Add: Remove and dispose of existing 15 PTAC units and replace with 15 new PTAC units (McQuay PKES1009UZ, heating and cooling).

- 3.1) Contact GSA immediately if a conflict is discovered between the awarded contract documents and specifications and this scope of work. Scope of work is in addition to and in conjunction with the awarded contract documents and specifications.
- 3.2) All work shall be done by personnel skilled in the type of work involved. When new work adjoins, connects or abuts existing work or facilities, the existing work or facilities shall be altered as required and the connections made in an approved and professional manner. All existing work damaged by the Contractor's operations, other than the material or facilities to be removed, shall be repaired or replaced by the Contractor at no additional cost to the Government.

SPECIAL CONSIDERATIONS:

1. The contractor shall not disclose any information concerning this project to any entity except GSA and shall direct any inquiries to the Contracting Officer.
2. The contractor shall be required to comply with the scope requirements contained above.
3. All measurements are approximate.
